

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 2317

Heard at Montreal, Thursday, 14 January 1993

concerning

QUEBEC NORTH SHORE & LABRADOR RAILWAY

and

UNITED TRANSPORTATION UNION

DISPUTE:

Rate of pay for trainmen in training to qualify as locomotive engineers.

JOINT STATEMENT OF ISSUE:

The Union claims that trainmen in training to qualify as locomotive engineers ought to be paid in accordance with articles 2, 3, 4, 5, 9, 25, 26, 30, 39 as well as Letters of Understanding 14, 29 and 30. The Company rejects the Union's claim because employees in training to become locomotive engineers are remunerated in accordance with article 38 which stipulates, at paragraph 38.01(d) that they will be paid in accordance with article 1 for locomotive engineers.

FOR THE UNION:

(SGD.) B. ARSENAULT
GENERAL CHAIRMAN

FOR THE COMPANY:

(SGD.) A. BELLIVEAU
MANAGER, EMPLOYEE RELATIONS

There appeared on behalf of the Company:

R. Monette	–Counsel, Montreal
A. Belliveau	–Manager, Employee Relations, Sept-Iles
R. Plourde	–Superintendent, Sept-Iles
R. Normand	–Chief Clerk, Sept-Iles

And on behalf of the Union:

R. Cleary	–Counsel, Montreal
B. Arsenaault	–General Chairman, Sept-Iles
S. Bruckert	–Counsel, Montreal

AWARD OF THE ARBITRATOR

The Arbitrator finds that the wording of article 38.01(d) of the collective agreement contains no ambiguity, and that there is, therefore, no necessity to hear evidence concerning the discussions at the negotiating table.

I am of the view that the article is clear when compared to the previous version, which appeared in the agreement of March 28, 1988, filed in the Union's brief. The article stipulated, at that time, that the trainmen during their period of training will be paid "... at the enginemen's basic rate ...". It seem clear to me that the present version, which declares that they will be paid "... according to article 1 of the locomotive engineers ..." is intended to give them the basic rate or the rate of ore service, whichever is higher, in accordance with the service to which they are assigned. I find it unlikely that the parties would agree that all the rights of salary of locomotive engineers, including the hourly rates, would also be granted to the employees in training. The syntax of the article clearly expresses that they are paid 1,643 miles per pay period and the words "in accordance with" clearly appears to have been added in order to define the mileage rate which applies. If the article is read according to the interpretation of the Union, it would result in dubious consequences, given the fact that the guarantee of 1,500 miles per pay period granted qualified locomotive engineers would be less than the minimum of 1,643 miles paid to employees during their training period.

For these reasons the grievance must be dismissed.

January 15, 1993

(Sgd.) MICHEL G. PICHER
ARBITRATOR